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PROPOSED ATTORNEY FOR DEBTOR

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

IN RE	§	
	§	
TROPHY HOSPITALITY, LLC.	§	Case no. 21-40512-11
	§	
	§	
	§	CHAPTER 11
DEBTOR	§	

RESPONSE TO MOTION FOR RELIEF FROM STAY

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

COMES NOW, Trophy Hospitality, LLC, Debtor in the above styled and numbered cause, and files this its Response to Motion of Landlord Blue Star Frisco, LLC for an Order (I) in the Alternative (A) confirming that the Automatic Stay Has Been Terminated Pursuant to Section 362(J) of the Bankruptcy Code Because Of Termination Pre-Petition; or (B) Granting Relief from Automatic Stay; and (II) and Compelling Debtor's Compliance with Applicable Law and Lease Pending Departure ("Motion"), and in support thereof would respectfully show unto the Court as follows:

1. On or about April 8, Debtro denies the allegations contained in paragraph 1 of the

Motion.

2. Debtor admits the allegations contained in paragraph 2 of the Motion.
3. Debtor admits the allegations contained in paragraph 3 of the Motion.
4. Debtor admits the allegations contained in paragraph 4 of the Motion.
5. Debtor admits the allegations contained in paragraph 5 of the Motion.
6. Debtor admits the allegations contained in paragraph 6 of the Motion.
7. Debtor admits the letters set forth in paragraph 7 of the Motion were sent.
8. Debtor denies the allegations contained in paragraph 8 of the Motion.
9. Debtor denies the allegations contained in paragraph 9 of the Motion.
10. Debtor denies the allegations contained in paragraph 10 of the Motion.
11. Debtor denies the allegations contained in paragraph 11 of the Motion.
12. Debtor denies the allegations contained in paragraph 12 of the Motion.
13. Debtor denies the allegation contained in paragraph 13 of the Motion.
14. Debtor cannot admit or deny the allegations of what communications the landlord had as set forth in paragraph 14 of the Motion.
15. Debtor denies the allegations contained in paragraph 15 of the Motion.
16. Debtor denies the allegations contained in paragraph 16 of the Motion.
17. Debtor denies the allegations contained in paragraph 17 of the Motion.
18. Debtor makes no response to paragraph 18 of the Motion as it does not assert any allegations against the Debtor.
19. Debtor makes no response to paragraph 19 of the Motion as it does not assert any allegations against the Debtor.
20. Debtor makes no response to paragraph 20 of the Motion as it does not assert any

allegations against the Debtor.

21. Debtor makes no response to paragraph 21 of the Motion as it does not assert and allegations against the Debtor.
22. Debtor admits the allegations contained in paragraph 22 of the Motion.
23. Debtor denies the allegations contained in paragraph 23 of the Motion.
24. Debtor denies the allegations contained in paragraph 24 of the Motion.
25. Debtor denies the allegations contained in paragraph 25 of the Motion.
26. Debtor makes no response to paragraph 26 of the Motion as it does not assert and allegations against the Debtor.
27. Debtor makes no response to paragraph 27 of the Motion as it does not assert and allegations against the Debtor.
28. Debtor denies the allegations contained in paragraph 28 of the Motion.
29. Debtor makes no response to paragraph 29 of the Motion as it does not assert and allegations against the Debtor.
30. Debtor makes no response to paragraph 30 of the Motion as it does not assert and allegations against the Debtor.
31. Debtor makes no response to paragraph 31 of the Motion as it does not assert and allegations against the Debtor.
32. Debtor denies the allegations contained in paragraph 32 of the Motion.
33. Debtor admits the allegations contained in paragraph 33 of the Motion.
34. Debtor denies the allegations contained in paragraph 34 of the Motion.
35. Debtor admits it will need to promptly cure any allowed pre-petition arrearage as set forth in paragraph 35 of the Motion, but deny the remaining allegations in

paragraph 35 of the Motion.

- 36. Debtor denies the allegations contained in paragraph 36 of the Motion.
- 37. Debtor denies the allegations contained in paragraph 37 of the Motion.
- 38. Debtor makes no response to paragraph 38 of the Motion as it does not assert and allegations against the Debtor.
- 39. Debtor admits the allegations contained in paragraph 39 of the Motion.
- 40. Debtor denies the allegations contained in paragraph 40 of the Motion.

WHEREFORE, PREMISES CONSIDERED, Debtor, Trophy Hospitality, LLC.
respectfully prays this Honorable Court enter an Order denying the Motion, and for such other
and further relief, at law or in equity, to which Debtor may show itself justly entitled.

Respectfully submitted,

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BY: /s/ Eric Liepins
ERIC A. LIEPINS, SBN 12338110

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was sent to
Michael Warner, 4400 Louisiana Street, Suite 900, Houston, Texas 75002 via ECF and United
States mail on this the 3rd day of May 2021.

/s/ Eric Liepins
Eric A. Liepins

